

PLAINTIFF/PETITIONER: RICHARD ARCHIBEQUE, et al.
 DEFENDANT/RESPONDENT: FPI MANAGEMENT, INC., et al.

CASE NUMBER:
 34-2021-00300923-CU-MT-GDS

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 CLAYEO C. ARNOLD A PROFESSIONAL CORPORATION
 865 Howe Avenue, Sacramento, CA 95825

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
 - a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
 - a. on (*date*): SEE ATTACHED PROOF
 - b. from (*city and state*): SEE ATTACHED PROOF

4. The envelope was addressed and mailed as follows:

<ol style="list-style-type: none"> a. Name of person served: Street address: City: State and zip code: b. Name of person served: Street address: City: State and zip code: 	<ol style="list-style-type: none"> c. Name of person served: Street address: City: State and zip code: d. Name of person served: Street address: City: State and zip code:
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☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

SEE ATTACHED PROOF

(TYPE OR PRINT NAME OF DECLARANT)



SEE ATTACHED PROOF

(SIGNATURE OF DECLARANT)

1 *Archibeque v. FPI Management, Inc.*
2 Sacramento Case No.: 34-2021-00300923-CU-MT-GDS

3 **PROOF OF SERVICE**
4 **[CCP §1013 et seq.]**

5 The undersigned declares:

6 I am employed in the County of Sacramento, State of California. I am over the age of 18
7 years and not a party to the within action; I am employed by Clayeo C. Arnold, PC, 865 Howe
8 Avenue, Sacramento, CA 95825.

9 On the date set forth below, I served the foregoing document(s) described as:

10 **NOTICE OF ENTRY**
11 **[Re 7/9/2025 Order Granting Motion for Preliminary Approval of Settlement]**

- 12 ☐ **by mail** on the following party(ies) in said action, in accordance with Code of Civil
13 Procedure § 1013(a), by placing a true copy thereof enclosed in a sealed envelope in a
14 designated area for outgoing mail, addressed as set forth below. At Boutin Jones Inc., mail
15 placed in that designated area is given the correct amount of postage and is deposited that
16 same day, in the ordinary course of business, in a United States mailbox in the City of
17 Sacramento, California;
- 18 ☐ **by personally delivering** a true copy thereof, in accordance with Code of Civil Procedure
19 § 1011, to the person(s) and at the address(es) set forth below;
- 20 ☐ **by overnight delivery** on the following party(ies) in said action, in accordance with Code
21 of Civil Procedure § 1013(c), by placing a true copy thereof enclosed in a sealed envelope,
22 with delivery fees paid or provided for, and delivering that envelope to an overnight express
23 service carrier as defined in Code of Civil Procedure § 1013(c);
- 24 ☐ **by facsimile transmission** in accordance with Code of Civil Procedure § 1013(e), to the
25 following party(ies) at the facsimile number(s) indicated;
- 26 ☒ **by electronic transmission** in accordance with Code of Civil Procedure § 1010.6, to the
27 following party(ies) at the email address(es) indicated. The transmitting email address is
28 listed in the signature block below;
- ☐ **by transmitting via Case Anywhere** electronic transmission the document(s) listed above
to the addressees listed below at the email addresses indicated:

addressed to the person(s) on whom it is to be served, whose name(s) and address(es) are listed below:

Michael F. Ram, Esq. (SBN 104805) MORGAN & MORGAN COMPLEX LITIGATION GROUP 711 Van Ness Avenue, Suite 500 San Francisco, CA 94102 Telephone: (415) 358-6913 Email: mram@forthepeople.com	Counsel for Plaintiffs
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1 2 3 4 5	John A. Yanchunis, Esq. (<i>Pro Hac Vice</i>) MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 N. Franklin Street, 7th Floor Tampa, Florida 33602 Telephone: (813) 223-5505 Email: jyanchunis@ForThePeople.com	Counsel for Plaintiffs
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10 11 12 13	Kevin S. Hannon, Esq. THE HANNON LAW FIRM, LLC 1641 North Downing Street Denver, Colorado 80218 Telephone: (303) 861-8800 Email: khannon@hannonlaw.com	Counsel for Plaintiffs
14 15 16 17 18	Joann M. O. Rangel, Esq. SBN 200228 LEWIS BRISBOIS BISGAARD & SMITH LLP 2020 West El Camino Avenue, Suite 700 Sacramento, CA 95833 Telephone: (916) 564-5400 Joann.Rangel@lewisbrisbois.com	Counsel for Defendant
19 20 21 22 23	Jon P. Kardassakis, Esq. SBN 90602 LEWIS BRISBOIS BISGAARD & SMITH LLP 633 West 5th Street, Suite 4000 Los Angeles, CA 90071 Telephone: (213) 250-1800 Email: Jon.Kardassakis@lewisbrisbois.com	Counsel for Defendant

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct. Executed on July 10, 2025 at Sacramento, California.

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27
28



MARA PONCE
(mara@justice4you.com)

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FILED
Superior Court of California
County of Sacramento
07/09/2025
J. Servantez, Deputy

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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

RICHARD ARCHIBEQUE, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

FPI MANAGEMENT, INC.,

Defendant.

Case No. 34-2021-00300923-CU-MT-GDS

*[Assigned for All Purposes to:
Hon. Jill H. Talley; Dept. 23]*

~~PROPOSED~~ **ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: May 30, 2025
Time: 9:00 a.m.
Dept. 23
Reservation No. A-300923-001

Complaint Filed: May 17, 2021
Trial Date: None

~~PROPOSED~~ **ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 This matter is before the Court on Plaintiff's Motion for Preliminary Approval of Class
2 Action Settlement (the "Motion"). Plaintiff, individually and on behalf of the proposed Settlement
3 Class, and Defendant FPI Management, Inc. ("Defendant") have entered into a Settlement
4 Agreement dated March 25, 2024 that, if approved, would settle the above-captioned litigation.
5 Having considered the Motion, the Settlement Agreement together with all exhibits and
6 attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS
7 HEREBY ORDERED as follows:

8 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the
9 same meanings ascribed to those terms in the Settlement Agreement.

10 2. The Court has jurisdiction over this litigation, Settlement Class Representative,
11 Defendant, Settlement Class Members, and any party to any agreement that is part of or related to
12 the Settlement Agreement.

13 **PRELIMINARY APPROVAL**

14 3. The Court has reviewed the terms of the proposed Settlement Agreement, the
15 exhibits and attachments thereto, Plaintiff's Motion, briefs and papers, and the declarations of Class
16 Counsel and the Claims Administrator. Based on its review of these papers, the Court finds that the
17 Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations. The
18 terms of the Settlement Agreement fall within the range of possible approval as fair, reasonable,
19 and adequate.

20 4. The Court therefore GRANTS preliminary approval of the Settlement Agreement
21 and all of the terms and conditions contained therein.

22 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

23 5. Pursuant to Cal. Civ. Proc. Code § 382, the Court preliminarily certifies, for
24 settlement purposes only, the Settlement Class defined in the Settlement Agreement as follows:

25 All individuals residing in the United States to whom Defendant or its authorized
26 representative sent notice of a Data Security Incident discovered on or about August
27 14, 2020. Class Members specifically excludes: (i) FPI and FPI's parents,
28 subsidiaries, affiliates and any entity in which FPI has a controlling interest; and (ii)

1 all judges assigned to hear any aspect of this Litigation as well as their immediate
2 family members

3 The Settlement Class consists of approximately 21,417 individuals.

4 6. The Court preliminarily finds that the Settlement Class satisfies the requirements of
5 Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the Settlement Class is so numerous that
6 joinder of all members is impracticable; (2) there are questions of law or fact common to the
7 Settlement Class; (3) the Settlement Class Representative's claims are typical of those of Settlement
8 Class Members; and (4) the Settlement Class Representative will fairly and adequately protect the
9 interests of the Settlement Class.

10 7. The Court preliminarily finds that the Settlement Class satisfies the requirements of
11 Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the questions of law or fact common to the
12 Settlement Class predominate over individual questions; and (2) class action litigation is superior
13 to other available methods for the fair and efficient adjudication of this controversy.

14 8. The Court hereby appoints Richard Archibeque as the Settlement Class
15 Representative.

16 9. The Court hereby appoints as Settlement Class Counsel M. Anderson Berry of
17 Clayco C. Arnold, A Professional Corp. and John A. Yanchunis of Morgan & Morgan.

18 **NOTICE AND ADMINISTRATION**

19 10. Pursuant to the Settlement Agreement, the Parties have designated Simpluris, Inc.
20 ("Simpluris") as the Claims Administrator. The Claims Administrator shall perform all the duties
21 of the Claims Administrator set forth in the Settlement Agreement.

22 11. The Court finds that the Short and Long Notice and Notice Program set forth in the
23 Settlement Agreement satisfy the requirements of due process and Cal. Civ. Proc. Code § 382 and
24 provide the best notice practicable under the circumstances. The Short and Long Notice and Notice
25 Program are reasonably calculated to apprise Settlement Class Members of the nature of this
26 Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of
27 Settlement Class Members to object to the Settlement Agreement or exclude themselves from the
28 Settlement Class and the process for doing so, and of the Final Approval Hearing. The Court
therefore approves the Short and Long Notice and Notice Program and directs the parties and the

1 Claims Administrator to proceed with providing notice to Settlement Class Members pursuant to
2 the terms of the Settlement Agreement and this Order.

3 12. The Claims Administrator shall commence the Notice Program within the time
4 required by the Settlement Agreement.

5 13. The Court also approves the Claim Form.

6 **EXCLUSIONS AND OBJECTIONS**

7 14. Settlement Class Members who wish to opt-out and exclude themselves from the
8 Settlement Class may do so by notifying the Claims Administrator in writing, postmarked no later
9 than Date _____, 2025 (60 days after the Notice Commencement Date). To be valid,
10 each request for exclusion must be individually signed and timely submitted to the designated Post
11 Office box established by the Claims Administrator. The written notice must clearly manifest a
12 Person's intent to opt-out of the Settlement Class. All Requests for Exclusion must be submitted
13 individually in connection with a Settlement Class Member, *i.e.*, one request is required for every
14 Settlement Class Member seeking exclusion.

15 15. All Settlement Class Members who do not opt out and exclude themselves shall be
16 bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and
17 Judgment.

18 16. Settlement Class Members who wish to object to the Settlement may do so by filing
19 a written objection to the Court in accordance with the procedures outlined in the Long Notice,
20 filed or postmarked no later than Date _____, 2025 (60 days after the Notice
21 Commencement Date). Any Settlement Class Member wishing to comment on or object to the
22 Settlement Agreement shall submit a timely written notice of his or her objection by the Objection
23 Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket
24 number - *Archibeque v. FPI Management, Inc.*, No. 34-2021-00300923-CU-MT-GDS (Sacramento
25 County, California); (iii) information identifying the objector as a Settlement Class Member,
26 including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's
27 settlement notice, copy of original notice of the Data Security Incident, or a statement explaining
28 why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all
grounds for the objection, accompanied by any legal support for the objection the objector believes

1 applicable; (v) the identity of any and all counsel representing the objector in connection with the
2 objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final
3 Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized
4 attorney or other duly authorized representative (if any) representing him or her in connection with
5 the objection. To be timely, written notice of an objection in the appropriate form must be mailed,
6 with a postmark date no later than the Objection Date, to Proposed Settlement Class Counsel: M.
7 Anderson Berry, Clayeo C. Arnold, A Professional Corp., 865 Howe Avenue, Sacramento, CA
8 95825; and John A. Yanchunis, 201 N. Franklin St., 6th Floor, Tampa, FL 33602; and counsel for
9 FPI, Jon P. Kardassakis, Lewis Brisbois Bisgaard and Smith, 633 West 5th Street, Suite 4000, Los
10 Angeles, California 90071. For all objections mailed to Proposed Settlement Class Counsel and
11 counsel for FPI, Proposed Settlement Class Counsel will file them with the Court as an exhibit to
12 the Motion for Final Approval of the Settlement.

13 17. Any Settlement Class Member who does not timely submit a written objection in
14 accordance with these procedures and the procedures detailed in the notice provided to Settlement
15 Class Members and Settlement Agreement shall be deemed to have waived any objection, shall not
16 be permitted to object to the settlement, and shall be precluded from seeking any review of the
17 Settlement Agreement and/or the Final Approval Order by appeal or other means.

18 **FINAL APPROVAL HEARING**

19 18. The Court will hold a Final Approval Hearing on Date U&f à^!G, 2025 at
20 9:00 a.m., in Department 23.

21 19. At the Final Approval Hearing, the Court will consider whether:
22 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally
23 certified for settlement purposes; (c) a final judgment should be entered; (d) Class Counsel's motion
24 for attorneys' fees and costs should be granted; and (e) the service award sought for Representative
25 Plaintiff should be granted.

26 20. The Court reserves the right to continue the date of the Final Approval Hearing
27 without further notice to Settlement Class Members.

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DEADLINES, INJUNCTION & TERMINATION

Event	Date
Defendant to provide Settlement Class Member data to Claims Administrator	14 days after entry of this Order
Notice Program per Settlement Agreement commences	30 days after entry of this Order
Class Counsel's Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Objection Deadline
Opt-Out and Objection Deadlines	60 days after the Notice Commencement Date
Motion for Final Approval	28 days prior to the Final Approval Hearing
Replies in Support of Motion for Final Approval and Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Final Approval Hearing
Final Approval Hearing	At the Court's convenience at least 125 days after entry of this Order

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Litigation or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Settling Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence for any purpose in this Litigation or in any other action or proceeding other than as may be

1 necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed
2 an admission or concession by any Settling Party regarding the validity of any of the Released
3 Claims or the propriety of certifying any class against Defendant, or (iii) be deemed an admission
4 or concession by any Settling Party regarding the truth or falsity of any facts alleged in the
5 Litigation or the availability or lack of availability of any defense to the Released Claims.

6 **IT IS SO ORDERED.**

7 Dated: 07/09/2025

8 
HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT

